

FILED
U.S. DISTRICT COURT
DISTRICT OF MARYLAND
IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
2021 JUL 30 PM 1:42

CLERK'S OFFICE
AT BALTIMORE

Paul Anthony Levere, Jr.

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-against-

Signature Properties, LLC

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

BY _____ DEPUTY
**Complaint for Employment
Discrimination**

Case No. 21 CV 1929 ELH
(to be filled in by the Clerk's Office)

Jury Trial: Yes No
(check one)

I. The Parties to This Complaint

A. The Plaintiff(s)

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name	<u>Paul Anthony Levere, Jr.</u>
Street Address	<u>7 Duchess Court</u>
City and County	<u>Rosedale, Baltimore</u>
State and Zip Code	<u>Maryland, 21237</u>
Telephone Number	<u>443-415-5397</u>
E-mail Address	<u>palevere@gmail.com</u>

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known). Attach additional pages if needed.

Defendant No. 1

Name	<u>Signature Properties, LLC</u>
Job or Title (if known)	<u></u>
Street Address	<u>1700 Reisterstown Rd STE 215</u>
City and County	<u>Reisterstown, Baltimore</u>
State and Zip Code	<u>Maryland, 21208</u>
Telephone Number	<u>443-708-0422</u>
E-mail Address (if known)	<u>residentrelations@signatureprops.net</u>

II. Basis for Jurisdiction

This action is brought for discrimination in employment pursuant to (*check all that apply*):



Title VII of the Civil Rights Act of 1964, as codified, 42 U.S.C. §§ 2000e to 2000e-17 (race, color, gender, religion, national origin).

(Note: In order to bring suit in federal district court under Title VII, you must first obtain a Notice of Right to Sue letter from the Equal Employment Opportunity Commission.)



Age Discrimination in Employment Act of 1967, as codified, 29 U.S.C. §§ 621 to 634.

(Note: In order to bring suit in federal district court under the Age Discrimination in Employment Act, you must first file a charge with the Equal Employment Opportunity Commission.)



Americans with Disabilities Act of 1990, as codified, 42 U.S.C. §§ 12112 to 12117.

(Note: In order to bring suit in federal district court under the Americans with Disabilities Act, you must first obtain a Notice of Right to Sue letter from the Equal Employment Opportunity Commission.)



Other federal law (*specify the federal law*):
Equal Pay Act



Relevant state law (*specify, if known*):



Relevant city or county law (*specify, if known*):

III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

Signature Properties Timeline

End of May 2019- Started with Signature Properties as Portfolio Sales & Marketing Manager

- When I interviewed with Erika Orlaskey after interviewing with Nadia Norton and Tiffany McGowan, I was asked where I saw myself based on strengths working within the company; I explained that I would like to do operations but was aware that a Portfolio Operations Manager was already in place by the name of Nadia Norton. I then expressed interest in a Regional Manager position; I was then told by Erika Orlaskey that a Regional Manager position will never be made in the company as that will never be the structure she wanted as an organization. I understood and took the position as Portfolio Sales and Marketing Manager.
- During my time as Portfolio Sales & Marketing Manager, I visited sites consistently; worked and trained managers and leasing staff; organized our first company picnic; and implemented policies to increase traffic which helped to maintain our average portfolio occupancy of 95%; I monitored specials/promotions; resident relations; employee relations; approving invoices and other duties
- In September of 2020, Nadia Norton went out on maternity leave. During that time, the corporate team was made up of the above mentioned minus the office staff with the addition of the new office administrative employee that was referred by Erika Orlaskey. Tiffany McGowan also hired a referred employee to assist with Nadia's duties in operations while she was out on maternity leave. In September of 2020, I also organized and conducted a leasing training that would eventually become part of the company orientation process and hosted the first Signature Properties Company Picnic.
- From the time I started until October 2020, Erika Orlaskey was very little involved in the daily operations. Most of our corporate team meetings were held at the corporate office and in attendance was me, Nadia Norton and Tiffany McGowan. Tiffany McGowan would reach out to Erika Orlaskey for approval on certain items as I would with Sales & Marketing items.
- In October 2020, Tiffany McGowan went out for a few weeks for medical reasons and it was primarily me and Erika Orlaskey keeping the daily operations of 13-14 properties functioning. Erika Orlaskey saw the deficiencies within the daily operations and decided to restructure the corporate team again. During this time, Nadia Norton was soon to be due back from maternity leave and I made the suggestion to Erika Orlaskey to separate the properties into two portfolios and assign me and Nadia as Regional Manager to a portfolio to manage since we were both trying to manage 13-14 properties; by doing that we could better focus on the properties and provide better feedback during meetings as to what's happening. Erika Orlaskey then reminded me that Signature Properties would never structure that way and the regional position would not be available.
- In the beginning of November 2020, I was notified by Tiffany McGowan that she and Erika Orlaskey spoke and that I would be getting promoted to Director of Marketing & Performance. This was announced to the corporate team in November 2020 when Nadia returned from maternity leave. I was informed that I would receive a \$10k increase from \$55k per year to \$65k per year until we acquired South Pointe in February and then I'd receive the rest of my

increase. I was never given a specific amount as it was still being negotiated with Erika Orlaskey but that the average salary for a Director was over \$100k per year per Tiffany McGowan.

- In February, the week of Valentine's Day, Tiffany McGowan was terminated. The following week's meeting, it was announced that an offer was made to the young lady and she would be stopping by the office to join us for lunch. Teresa Weyant came to the office and asked us questions about the properties and staff; it was announced a few days later that she accepted the job as Regional Manager and would be starting in March. I was shocked and stunned that neither Nadia nor I was even considered especially when I was almost doing everything by myself in October 2020 and still maintained budgeted occupancy as a portfolio.
- The new regional manager started the week of March 11, 2020 and sent an email to everyone explaining that she would now be handling whatever the properties would normally reach out to me for going forward. Around that time, we also added a new corporate administrator to the team, Brianna Stumpf. When she started, I was still managing the resident relations (complaints coming to corporate); she was given that duty as one of her tasks when started by Erika Orlaskey. I completed Brianna Stumpf's new hire training on the system and was her assigned resource and since we lost Tiffany McGowan and Nadia Norton was now in HR, I was "drafted" to be the systems person whenever something went wrong.
- The week of April 20, 2020, I speak with Erika Orlaskey and am advised that someone else will be managing the systems and to submit all of the vendor contact info and the steps to implement each system; which was done on April 23, 2020. I was never provided the identity of this person. On June 17, 2020 I noticed properties were having a lot of system issues and I asked Erika Orlaskey who was responsible for managing the systems now (ask I was told by her previously) and she replied that she was still trying to figure that out.
- In May, I worked on, completed a draft, and submitted a presentation to our owner, Mike Katz, per his request. After his initial review, he sent an email on May 22, 2020 to me and Erika Orlaskey requesting that Erika Orlaskey send me pics of all team members in color; Erika and I spoke and she was also going to revise everyone's bio as they were to be included in the presentation and she wanted them all to be parallel. As team members started sending me their requested information, Erika Orlaskey contacted me on Friday June 5, 2020 and requested that I send her all bios and pics received thus far as she would work on revising everything over the weekend. I never received anything back to complete the presentation even after numerous attempts to get this information.
- Around June 1, 2020, Erika gives me a call to touch base after us not speaking for a little while and asks me to what position I think would suit me best in the company; to think of a position that would work based on my skill set. I was taken back and told her that when I started, I asked about regional position; and was told that "we'll never have that position here", then I asked again in November and was told the same thing. How is it that we now have a Regional Manager in place and I was never asked or even considered for position when I've gone above and beyond and done more than what's required of the current Regional Manager. Erika Orlaskey explains to me that she felt I was not ready; I did ask for examples and she said that I failed to ask her about accepting unemployment as considerable income and that I was not proactive in bringing concerns to her such as lease expiration management. I corrected her and did let her know that I made attempts to speak with her regarding lease expiration management but she

failed to respond. She then explained that Teresa Weyant was not hired as a Regional Manager and that her title was not assigned to her until the bios and pics were due for the presentation.

- On June 2, 2020, I sent Erika Orlaskey an email giving my thoughts on a new training role and my suggestion for a job description. Erika Orlaskey responded the next day (6/3) and requested that I update the job idea with details for purpose; processed and how to implement. I did reply asking for clarity or an example as I'm not sure what's she's looking since this is a position she was requesting for me to create when I've expressed that my strengths are in operations, no response. Erika Orlaskey and I spoke on 6/5/20 and she advised that she wanted me to focus on areas I see as opportunities for the company and ways to implement them; I revised the job idea and went with a list of opportunities and things to implement which was sent on 6/9/20.
- On June 18, 2020 I was asked by Erika Orlaskey to submit a list of my current job responsibilities and projects.
- I never heard back from Erika Orlaskey until we spoke again on June 22, 2020 when the Sales/Marketing Manager resigned. Erika Orlaskey expressed that she will now be outsourcing our marketing and that she wanted to give Brianna Stumpf, corporate admin, the administrative duties my previous employee had; I was also told to start training her on all of the reporting, commissions, and duties I currently had as she'd be handling those duties from corporate and I'd be moving into training. Brianna Stumpf would also now be responsible for systems management and I was to provide her with all of the information and training.
- On June 23, 2020 I sent a follow up email to Erika Orlaskey inquiring about a few things: one being my role, I wanted to know the title because I wanted to make sure I was getting the rest of my increase; I also asked about the rest of my increase and when it could be expected since we're in the midst of pandemic; and I asked for an update to the bios and pics. I never received a response.
- On June 26, 2020 I sent a follow up email to Erika Orlaskey updating her on the progress of training with Brianna Stumpf and to ask a few questions for clarity: Will Brianna Stumpf be responsible for collecting the Internet Listing Sites (ILS) audits and submitting them to Sunny (new marketing vendor) to complete the updates or will she be completing the updates; I asked about if I'm now managing systems again, since no one else was doing it, and she wasn't familiar with the systems at all, what did she want her to spreadsheet she requested be sent; and I asked if we could update the leasing policy regarding leasing commissions to make it easier for Brianna to review. I never received response.
- During this time, I did begin to ask why I wasn't included in any corporate team calls and why I didn't know what was going on; Erika Orlaskey advised that there hadn't been any corporate calls but she it just so happens that they talk daily and make decisions that way but it's not an actual planned call.
- June 22, 2020 was the last interaction with Erika Orlaskey until July 22, 2020 when I requested to take a personal day for family business.
- On July 28, 2020, I receive an email from Erika Orlaskey asking me why a system called Slope Jet was not being used by the properties per the Property Managers. I did reply to Erika Orlaskey and advise her that emails were sent offering training and support if needed; I also mentioned that she specifically told me that she and the Regional Manager would be managing the system with the teams and that she would give the teams 30 days to use the system and then go in and

review the analytics; the only thing she asked of me was to provide login information to both her and the Regional Manager which was done.

- Within 24 hours an email was sent to all Property Managers and corporate staff except myself regarding their bonus not being paid in full for failure to use the system as indicated and that I said everyone, with an exception of one property, received all necessary training and support. Although that was true, it created a very tense environment when communicating with property managers.
- After a few hostile conversations with a few managers and finding out what happened via email from Erika Orlaskey, then replaying everything that was happening over the last few months, I had to file a grievance. The issue with Signature Properties is that, while I was there, everyone reported to Erika Orlaskey, including Human Resources so there was always hesitation.
- On August 3, 2020, I filed a formal grievance with HR and ownership at 4:50pm. At 5:01pm, I received an email from Erika Orlaskey asking for a report that she had requested back in June and stated that it had to be submitted by 10am the following day. I replied and forwarded Erika Orlaskey the information she inquired about and we had another unpleasant exchange.
- On August 4, 2020, I was terminated for performance. I was not offered a severance package as other corporate staff members, who was terminated, was offered especially during a pandemic. I did have an exit interview with ownership and asked that he look into my claims but nothing has happened.

This experience has been horrific; Signature Properties put me in a tough position in the midst of one of the worst times in history. I had to worry about my job, livelihood, and peace of mind working under Erika Orlaskey. I now think back to when I first joined Signature Properties, we had a large Jewish presence in the corporate office and within my first 90 days, most of them were gone. I guess she wanted a certain demographic in the office and I didn't fit as well. I feel that I did not fit the image of what she views as a "Regional Manager." I also feel that as a black male within the corporate team, I was not paid as I should have been paid in respect to my white Director counterparts which I know is true in comparison to what the Director of Operations was making when on the team. I worked hard for ownership and the property teams; the managers that are still there will testify to the fact that I was pretty much the only one truly visiting sites on a consistent basis especially in high need properties. I was never given any counseling regarding performance and would usually receive praise for my hard work and effort. Teresa Weyant was a property manager before becoming the Regional Manager and Brianna Stumpf did not industry experience but both were white young women who, in my opinion, fit the descriptions of what Erika Orlaskey was looking for in her corporate team; I trained and supported these ladies but wasn't good enough to actually perform the job. This came as a surprise that I was terminated for performance 24 hours after my grievance was submitted; even stranger that within 10 minutes of my grievance submission, I get accused of not performing and submitting information to Erika Orlaskey. Erika Orlaskey never replied to my rebuttal emails disputing her set of facts mainly because she knows she was wrong and that the facts did not happen that way she would like to believe.

A. The discriminatory conduct of which I complain in this action includes (*check all that apply*):

- Failure to hire me.
- Termination of my employment.
- Failure to promote me.
- Failure to accommodate my disability.
- Unequal terms and conditions of my employment.
- Retaliation.
- Other acts (*specify*): Unequal pay as white counterparts in Director positions

(Note: Only those grounds raised in the charge filed with the Equal Employment Opportunity Commission can be considered by the federal district court under the federal employment discrimination statutes.)

B. It is my best recollection that the alleged discriminatory acts occurred on date(s)
February 14, 2020 through August 7, 2020

C. I believe that defendant(s) (*check one*):

- is/are still committing these acts against me.
- is/are not still committing these acts against me.

D. Defendant(s) discriminated against me based on my (*check all that apply and explain*):

- race I was denied a position; paid less in position
- color _____
- gender/sex I was paid less than female Directors
- religion _____
- national origin _____
- age. My year of birth is _____. (*Give your year of birth only if you are asserting a claim of age discrimination.*)
- disability or perceived disability (*specify disability*)

E. The facts of my case are as follows. Attach additional pages if needed.

(Note: As additional support for the facts of your claim, you may attach to this complaint a copy of your charge filed with the Equal Employment Opportunity Commission, or the charge filed with the relevant state or city human rights division.)

IV. Exhaustion of Federal Administrative Remedies

A. It is my best recollection that I filed a charge with the Equal Employment Opportunity Commission or my Equal Employment Opportunity counselor regarding the defendant's alleged discriminatory conduct on *(date)*

January 26, 2021

B. The Equal Employment Opportunity Commission *(check one):*

has not issued a Notice of Right to Sue letter.
 issued a Notice of Right to Sue letter, which I received on *(date)*
4/30/2021

(Note: Attach a copy of the Notice of Right to Sue letter from the Equal Employment Opportunity Commission to this complaint.)

C. Only litigants alleging age discrimination must answer this question.

Since filing my charge of age discrimination with the Equal Employment Opportunity Commission regarding the defendant's alleged discriminatory conduct *(check one):*

60 days or more have elapsed.
 less than 60 days have elapsed.

Defendant No. 2

Name	_____
Job or Title (if known)	_____
Street Address	_____
City and County	_____
State and Zip Code	_____
Telephone Number	_____
E-mail Address (if known)	_____

Defendant No. 3

Name	_____
Job or Title (if known)	_____
Street Address	_____
City and County	_____
State and Zip Code	_____
Telephone Number	_____
E-mail Address (if known)	_____

(If there are more than three defendants, attach an additional page providing the same information for each additional defendant.)

C. Place of Employment

The address at which I sought employment or was employed by the defendant(s) is:

Name	Signature Properties, LLC
Street Address	1700 Reisterstown Road STE 215
City and County	Reisterstown, Baltimore
State and Zip Code	Maryland, 21208
Telephone Number	443-708-0422

V. Relief

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

Wages- \$28,846.20 (Salary difference of Directors vs my salary)

Punitive Damages- \$100,000- Seeking damages for the stress and uncertainty of my livelihood in the midst of pandemic when I performed my job; for the inability to do my job and have staff lose faith in my abilities; and for the penalty of discrimination and unequal pay practices in hopes that this habit will finally end.

VI. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

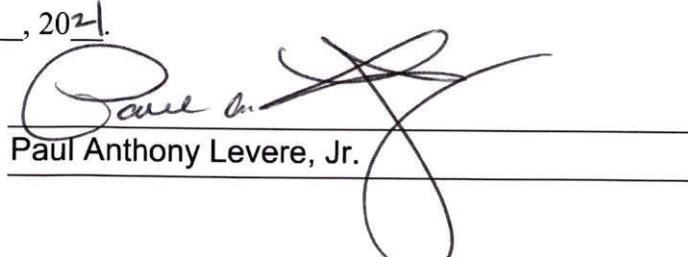
A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: 7/30, 2021.

Signature of Plaintiff

Printed Name of Plaintiff



Paul Anthony Levere, Jr.

(If more than one plaintiff is named in the complaint, attach an additional certification and signature page for each additional plaintiff.)

B. For Attorneys

Date of signing: _____, 20__.

Signature of Attorney _____

Printed Name of Attorney _____

Bar Number _____

Name of Law Firm _____

Address _____

Telephone Number _____

E-mail Address _____